

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

IN RE:	§	CASE NO. 14-11771-TMD-13
	§	
NESANET G. BELAY	§	
	§	
DEBTOR	§	CHAPTER 13
	§	
	§	
	§	
	§	JUDGE TONY M. DAVIS

**RESPONSE OF WELLS FARGO BANK, N.A. TO DEBTOR'S OBJECTION TO THE  
SECURED CLAIM OF WELLS FARGO BANK N.A. CLAIM #4 (DOCKET #36)**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE OF SAID COURT:

COMES NOW WELLS FARGO BANK, N.A., (hereinafter "Respondent"), and files this, its Response to Debtor's Objection to The Secured Claim of Wells Fargo Bank N.A. and in response thereof would respectfully show the Court the following:

1. Respondent admits the allegations in Paragraph one (I) of the Objection.
2. Respondent denies the allegations in Paragraph two (II) of the Objection. The Respondent would show that the Debtor's personal liability or lack thereof is irrelevant to the Respondent's claim on the property of the Debtor's bankruptcy estate. Specifically, the Deed of Trust attached to the Respondent's proof of claim reflects an interest and claim against the property commonly known as 10805 Barnhill Dr., Austin, Texas. This property is listed on Debtor's Schedule A. Further, the respondent asserts that the Texas Civil Practice and Remedies Code §16.035(e) states "If a ... note or obligation payable is secured by a real property lien, the four-year limitations period does not begin to run until

the maturity date of the last note, obligation, or installment. The last installment does not mature until April 15, 2034. Thus, the statute of limitations does not apply to this debt.

3. Respondent denies the allegations in paragraph three (III) of the Objection. The Debtor's Objection has raised no issue as to the authenticity of the Debtor's signature on the Deed of Trust. A Notary Seal merely renders a document recordable and has no impact on the enforceability of the Deed of Trust against the Debtor pursuant to Texas Property Code 13.001(b).

WHEREFORE, PREMISES CONSIDERED, the Respondent requests that Debtor's Objection to Claim be DENIED, WELLS FARGO BANK, N.A. be allowed a secured claim in the amount of \$113,020.30 and that such claim contain a pre-petition arrearage component of \$41,220.30 and for any and such further relief to which WELLS FARGO BANK, N.A. may be justly entitled.

Respectfully submitted,

**BARRETT DAFFIN FRAPPIER  
TURNER & ENGEL, L.L.P.**

BY: /s/ Brian Glidden 6/18/2015  
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ATTORNEYS FOR RESPONDENT

### **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Response of WELLS FARGO BANK, N.A. to the Amended Trustee's Objection to Claim was electronically filed on June 18, 2015 and served on the same day electronically or by First Class U.S. Mail, postage paid, in accordance with the Bankruptcy Rules to the following:

#### **ELECTRONICALLY OR BY REGULAR FIRST CLASS U.S. MAIL, POSTAGE PREPAID TO:**

Debtors:

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Chapter 13 Trustee:

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Chapter 13 Trustee  
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/s/ Brian Glidden 6/18/2015

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